

CONTRACT FOR THE PROVISION OF CERTAIN SERVICES  
AS "JETRO INVESTMENT-IN-JAPAN ADVISOR"

Pursuant to this Contract made as of this first day of April, 2002, KOJIMA&INTERNATIONAL ASSOCIATES INC. [address: 4709 Mystic Ct. Roswell GA] (hereafter referred to as "Advisor") shall provide the services and undertake the duties and obligations as "JETRO's Investment-in-Japan Advisor", outlined below and in the attached specifications (attached, and made a part of this Contract). Japan External Trade Organization Atlanta Center (hereafter referred to as "JETRO") and Advisor agree as follows:

1. During the term of this Contract, in compensation for the services provided by Advisor under this contract, JETRO will pay Advisor 2,000 US dollars per month, beginning in April 1, 2002, for a total of 24,000 US dollars, for the JETRO fiscal year which starts April 1, 2002 and ends March 31, 2003. JETRO shall pay the service fee for Advisor monthly by check upon receipt of an invoice from Advisor. Advisor shall obtain prior written approval from JETRO regarding any reasonable expenses for which reimbursement shall be requested. In the event a Contingency Retainer Arrangement is applicable, the terms of Attachment B shall apply.
2. Advisor shall rely solely on publicly available information and sources. JETRO prohibits Advisor from soliciting, accepting, disclosing or using in any manner any confidential information, including trade secrets, proprietary information or other material, except to the extent expressly authorized by the owner of such information.
3. Advisor and JETRO agree to keep confidential and not to disclose to any third party, any information, provided to the other party, and clearly identified by a party to this Contract as confidential ("Confidential Information"). Confidential Information does not include any information that (1) is or becomes generally available to the public through no action or omission by a party to this Contract, or (2) is or becomes available on a non-confidential basis from a source that is not prohibited from disclosing such information by a contractual, legal or fiduciary obligation.
4. Advisor shall strictly adhere to any and all applicable federal, state or local statutes and regulation, including the Foreign Agents Registration Act of 1938, as amended ("FARA"). Advisor is aware that some or all of the services to be rendered pursuant to this Contact may be subject to FARA and shall, when applicable, comply with FARA and submit the required information to the Department of Justice, at its sole

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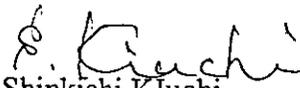
responsibility. Advisor shall provide JETRO with a copy of all such filings.

5. Unless otherwise extended in writing signed by both parties, this Contract shall expire on March 31, 2003. At any time during the term of this contract, either party may terminate this contact upon 30 days prior written notice to the other party, with or without cause. Any and all payments due to Advisor shall be made up to the effective date of termination, provided satisfactory services are provided by Advisor to such date. This Contract shall terminate immediately (1) upon any breach of this Contract by Advisor where such breach is not cured for five (5) days after JETRO's written notice to Advisor of such breach; (2) Advisor is incapacitated or dies; or (3) Advisor engages in any illegal or unethical practices.
6. The Advisor agrees to indemnify, defend and hold JETRO harmless from and against any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, which JETRO may suffer or incur by reason of any breach by the Advisor of the provisions of this Contract.
7. With respect to the services to be performed by the Advisor under this Contract, all personnel employed or otherwise engaged by the Advisor shall be deemed to be agents, servants, and employees of the Advisor only, and JETRO shall incur no obligation or liability of any kind, nature or sort, express or implied, by virtue of, or with respect to, the conduct of any personnel in carrying out their obligations and duties to the Advisor.
8. This Contract shall be governed and construed pursuant to the law of Georgia without regard to its conflict of laws. Any controversy or claim arising out of or relating to this Contract, its termination or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association to be held in Atlanta GA, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.
9. Neither this Contract nor any of the rights or duties of the Advisor under this Contract may be assigned, transferred, or conveyed by operation of law or otherwise, except with the prior written consent of a duly authorized Director of JETRO. Any such assignment, transfer or conveyance without such consent shall be null and void.
10. Nothing in this Contract shall be deemed to establish or otherwise create a

relationship of principal and agent, or of employer and employee, between JETRO and Advisor. Advisor is an independent contractor who cannot and shall not be deemed an agent, employee or partner of JETRO for any purpose whatsoever. Neither Advisor nor any of its agents or employees shall have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of JETRO or have any authority to bind JETRO in any respect whatsoever. Advisor shall inform all parties it contacts pursuant to this Contract of such limitations upon its authority.

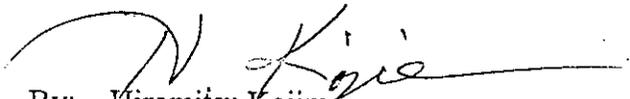
IN WITNESS WHEREOF, the parties hereto have signed this Contact as of the date and year first written above.

JETRO Atlanta

By:   
Shinkichi Kluchi

Chief Executive Director  
JETRO ATLANTA

ADVISOR

By:   
Hiromitsu Kojima

PRESIDENT  
KOJIMA&INTERNATIONAL  
ASSOCIATES INC.

Effective Date: 1 April, 2002

## CONTINGENCY RETAINER ARRANGEMENT

If Advisor is also to receive payment under a contingency retainer arrangement, Advisor shall have the following duties and obligations:

1. Advisor shall conduct advisor duties at the JETRO office at least two times a week.
2. If the above attendance is not possible, Advisor must explain the reason and receive approval from JETRO. In any case, the Advisor must meet at JETRO's offices once each month with an appropriate supervisor.
3. When Investment-in-Japan seminars or other similar symposiums are held by JETRO, the Advisor must conduct speeches, presentations, or individual consultations.
4. Contingency Retainer Fee
  - a. The Retainer fee shall be based on the success in having a Prospect pass the requirements and review process under the [IJIP/IJSP] application procedure.
  - b. For each Prospect which passes such procedure, 250dollars shall be paid.
  - c. Nonetheless, the total of monthly service fees [under Section 1 . of the Contract] paid and the above success fee shall not exceed 3,000dollars for any one month.
  - d. If it is determined that despite the fact that a Prospect passes the application procedure, that the Prospect's primary interest is only in sales into Japan, the success fee shall not be paid.
  - e. JETRO shall have sole discretion as to any determination under this retainer arrangement.

**BASIC TERMS AND CONDITIONS REGARDING  
THE SERVICES TO BE PROVIDED  
BY JETRO'S "SPECIAL ADVISOR FOR INVESTMENT WITH JAPAN"**

Pursuant to the Contract attached hereto, JETRO shall designate Mr. Hiromitsu Kojima, Kojima & International Associates Inc. as JETRO's "Special Advisor for Investment with Japan" (hereafter Advisor).

1. Services to be provided by Advisor shall include the following:
  - a. Collection of information relating to bilateral investments between Japan and United States, specifically Alabama, Florida, Georgia and South Carolina;
  - b. Identifying companies and other organizations, individuals, and businesses interested in investing in Japan;
  - c. Providing free information, material and consulting to prospective investors through interviews, letters, telephone, facsimile and e-mail;
  - d. Providing assistance to JETRO's programs relating to the promotion of investment in Japan. Advisor will assist JETRO in determining qualified candidates for JETRO Tokyo sponsored Investment in Japan Individual Invitation Program (IJIP) and Investment in Japan Study Program (IJSP);
  - e. Participation in JETRO's internal meetings relating to investment promotion activities and programs;
  - f. Preparation, provision of assistance, and participation in connection with seminars, workshops, and other activities and programs relating to investment promotion organized by JETRO. Seminars shall be organized quarterly by the Advisor and the Advisor will be one of the speakers for the seminars;
  - g. Implementation of industry surveys and follow-up relating to investment promotion;
  - h. Preparation and implementation of various proposals relating to investment promotion activities (e.g. preparation of pamphlets, brochures, Internet home page and other promotional media); and
  - i. Other investment promotion-related activities assigned by JETRO.
2. Advisor shall provide the services specified in paragraph 1 above in Advisor's office or an office within JETRO Atlanta offered free of charge for Advisor's use during the hours of 9:00a.m. through 5:00p.m. Advisor shall work from the JETRO Atlanta office when necessary and appropriate to the assignment. Regardless of where work is ultimately performed, Advisor shall report to the JETRO office weekly. Advisor shall devote the appropriate and necessary time to accomplish the tasks in paragraph 1 above, but the estimated level of effort upon which the budget is based is approximately 90 hours per month.
3. If authorized in advance, JETRO shall reimburse Advisor reasonable service-related expenses (including expenses related to travel, accommodations, etc.). Routine expenses such as long distance telephone and facsimile, photocopy, printing, etc. shall also be reimbursed upon approval by JETRO. A copy of receipts shall be provided to JETRO along with the invoice in order to receive reimbursement from JETRO.
4. Within (5) days of the beginning of each month during the term of this Contract, Advisor shall submit a report, prepared in accordance with the format specified by JETRO, describing in appropriate detail all activities and services performed by Advisor pursuant to this Contract during the preceding month.
5. Information and materials obtained by Advisor while providing services pursuant to Contract shall be property of JETRO and shall not be disclosed to outside parties by

Advisor unless expressly authorized by JETRO.

6. Unless specifically authorized by JETRO in advance, Advisor shall not be permitted to enter into any binding agreement with third parties for or on behalf of JETRO in performing the services under this Contract.

End of terms and conditions

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